

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

2. AMENDMENT/MODIFICATION NO.

3. EFFECTIVE DATE

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

See Block 16C

See page 3.

7. ADMINISTERED BY (if other than Item 6)

CODE

NASA/GSFC
NASA/IV&V Facility
Fairmont, WV 26554Delma Moore
Phone: 304-367-8491
Delma.j.moore@nasa.gov

180.V

180.V

8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)

Northrop Grumman Information Technology
8110 Gatehouse Road
Falls Church, VA 22042

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

X

NNG05CB17C

10B. DATED (SEE ITEM 13)

May 11, 2005

CODE 1VXZ9

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA

B/N/C: GHP PPC: PS

Total Obligation \$1,020,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER Specify type of modification and authority

X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984) and Mutual Agreement

E. IMPORTANT: Contractor is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract Value			Funded Amount				
	From	Increase To		From	Increase To		
Cost	\$0	\$1,301,845	\$1,301,845	Cost	\$100,000	\$920,000	\$1,020,000
Fee	\$0	\$130,184	\$130,184	Fee	\$0	\$26,000	\$26,000
Total	\$0	\$1,432,029	\$1,432,029	Total	\$100,000	\$946,000	\$1,046,000

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

Jacqueline R. Tomlin
Senior Contracts Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

9/22/05

BY Delma J. Moore
(Signature of Contracting Officer)

9/22/2005

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to revise, delete, update and added changes to the contract in Sections B, E, F, G H, and J as follows:

1. **COVER PAGE** is revised to change PPC from PS to BX

2. **INDEX OF CLAUSES FOR CONTRACT**

Add the following titles:

F. 4 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)

H.2 ACCESS TO SENSITIVE INFORMATION (52.237-72) (JUNE 2005)

H.3 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

Delete the following titles:

H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

H. 3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002)

3. **SECTION B--SUPPLIES OR SERVICES AND PRICE/COST**

Section B is hereby changed as follows:

a. Section B.1 Deliverable Requirement is revised to add the following deliverables.

Item	Description	Reference	Schedule	Shipping Classification
10	Information Technology (IT) Security Plan	See Clause I.1 1852.204-76	December 15, 2005	IV
14	SF100, Employer Information Report	PEP	Semi Annually	IV

b. Section B.8 Estimated Cost and Award Fee are revised as follows:

The estimated cost of this contract is \$1,301,845. The maximum available award fee, excluding base fee, if any, is \$130,184. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$1,432,029.

c. Summary of Task Orders. The NGIT Task Order is reflected as follows:

Task Order	Supplies or Services	Unit Price	FROM	BY	TO
1	Mars Phoenix Software IV&V	NTE		\$1,432,029	\$1,432,029
			\$0		
TOTAL			\$0	\$1,432,029	\$1,432,029

d. Accounting information:

PR #	AMOUNT
4200129918	\$120,000
4200130919	\$800,000
4200132649	\$26,000
TOTAL	\$946,000

e. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$1,020,000 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through October 31, 2006.

(b) An additional amount of \$26,000 is obligated under this contract for payment of fee.

4. SECTION E - INSPECTION AND ACCEPTANCE

Section E.1 Acceptance--Single Location is hereby revised to add the following sentence:

Products and services will be deemed acceptable by the Government thirty (30) working days after receipt, unless written notice is otherwise provided.

5. SECTION F - DELIVERIES OF PERFORMANCE

Section F is revised to incorporate Section F.4 Delivery Schedule as follows:

F. 4 DELIVERY SCHEDULE (GSFC 52.211-96) (SEP 1998)

Contract Requirements: The addressee for the items shall be delivered to the Project Manager (PM), Code 180 and Contracting Officer's Technical Representative (COTR), Code 180, Resource Management Office (RMO), Code 180 and the Contracting Officer (CO), Code 180 via electronic format. The following deliverables/schedules are as follows:

Item	Description	Quantity	Due Date	Addressee
1	533M, NASA Financial Management Reports	1	Monthly, on or before the 10th business day following the close of the monthly accounting period	COTR, ACOTR, CO, PM, RMO
2	533Q, NASA Financial Management Reports	1	Quarterly, not later than 15 th day of the month preceding the quarter being projected	COTR, ACOTR, CO, PM, RMO
3	Contract Progress Reports	1	Monthly, on or before the 2nd to last business day of the month	COTR, ACOTR, CO, PM
4	Integrated Cost Performance Report	1	Monthly on or before the 10th business day following the month	COTR, ACOTR, CO, PM
5	Monthly Software Status Report	1	Monthly, each project on the 2nd to last business day of each month	COTR, ACOTR, CO, PM
6	Safety & Health Reports	1	Quarterly	CO, GSFC Code 205.2
7	Small Business Subcontracting Reports (SF-294 & SF-295)	1	Semi-annual basis no later than April 30 and October 30 each year	CO, See H.7
8	SF100, Employer Information Report	1	Semi Annually	PEP
9	Financial Report of NASA Property in the Custody of Contractors (NF-1018)		Annual report due by October 15 th and Final report due as specified in G.10	COTR, ACOTR, CO
10	Information Technology (IT) Security Plan	1	December 15, 2005	COTR, ACOTR, CO

(End of Clause)

6. SECTION G – CONTRACT ADMINISTRATION DATA

Section G. 1 Financial Management Reporting distribution listed is hereby deleted. The distribution shall be as identified in F.4.

7. SECTION H- SPECIAL CONTRACT REQUIREMENTS

Section H.2 and H. 3 are hereby with replaced as follows:

- a. **H.2 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)** is hereby deleted and replaced with:

H.2 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUNE 2005)

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.
- (b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.
- (c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--
- (1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.
 - (2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (3) Allow access to sensitive information only to those employees that need it to perform services under this contract.
 - (4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.
 - (5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.
 - (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for

default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f); suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

(End of clause)

b. H. 3 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (GSFC 52.203-91) (JUN 2002) is hereby deleted and replaced with:

H.3 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUNE 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the

information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

c. H. 11 ORGANIZATIONAL CONFLICTS OF INTEREST (OCI)

Paragraph (c) is revised to:

If, in the performance of work under this contract, the Contractor or its Subcontractor(s) has access to proprietary data of other companies, the Contractor and its Subcontractor(s) **may be required to agree with each company (e.g., via a Non Disclosure Agreement)** to protect such data from unauthorized use or disclosure so long as it remains proprietary. **If such agreement is required, the contractor shall furnish a copy of such company-to-company agreement to the Contracting Officer.** The Contractor and its Subcontractor(s) shall not be permitted to utilize the data in supplying the system, or components thereof, procured either by sealed bidding or negotiation, as a direct result of that study or advice. In addition, the Contractor and its Subcontractor(s) shall not be permitted to utilize the proprietary data in performing any contract for any additional study or studies in the same or a closely related field, without the explicit written permission of the owner of the proprietary data.

Paragraph (f) is revised to:

The Government will notify the Contractor 7 days prior to RFO release the name of the project. The Contractor shall advise the Contracting Officer within 3 calendar days prior to RFO release of a particular task order which may result in a potential organizational conflict of interest. Upon being so informed, or if the Contracting Officer independently identifies the potential organizational conflict of interest, the Contracting Officer shall determine which of the following is in the best interests of the Government and so advise the Contractor;

d. H.12 TASK ORDERING PROCEDURE

Paragraph (a) Response to RFO's 3rd paragraph, delete **"and time specified"....**

8. SECTION J ATTACHMENTS

Attachment B, Direct Labor Rates, Indirect Rates, and Award Fee Matrices are deleted and replaced with updated Attachment B.

Attachment C, Financial Management Reporting Requirements are deleted and replaced with the revised Attachment C.

Attachment D, DD Form 254, Contract Security Classification Specification are deleted and replaced with the revised Attachment D.

(End of Modification 1)

1. PRIME DIRECT LABOR RATE MATRIX (For All Task Orders)

OFF-SITE

Pool: Product & Services

Labor Categories	CY 1 HR Rate	CY 2 HR Rate	CY 3 HR Rate	CY 4 HR Rate	CY 5 HR Rate	CY 6 HR Rate
Program Manager						
Project Manager I						
Project Manager II						
Project Manager III						
System Engineer - Entry Level						
System Engineer - Junior						
System Engineer I						
System Engineer II						
System Engineer III						
System Engineer - Senior						
Software Engineer - Entry Level						
Software Engineer - Junior						
Software Engineer I						
Software Engineer II						
Software Engineer III						
Software Engineer - Senior						
Programmer/Analyst - Entry Level						
Programmer/Analyst - Junior						
Programmer/Analyst I						
Programmer/Analyst II						
Programmer/Analyst III						
Programmer/Analyst - Senior						
Test Engineer - Entry Level						
Test Engineer - Junior						
Test Engineer I						
Test Engineer II						
Test Engineer III						
Test Engineer - Senior						
SME/Technical Expert - Junior						
SME/Technical Expert I						
SME/Technical Expert II						
SME/Technical Expert III						
SME/Technical Expert - Senior						
SME/Technical Expert - Consultant						
Engineer Support - Entry Level						
Engineer Support - Junior						
Engineer Support I						
Engineer Support II						
Engineer Support III						
Engineer Support - Senior						
Administrative Support - Junior						
Administrative Support I						
Administrative Support II						
Administrative Support III						
Administrative Support - Senior						
IV & V Tools CM						
IV & V Tools Evaluator						
IV & V Tools Engineer/Developer						
Researcher Methods & Tech						
Researcher Software Quality						
Administrative Manager I						
Administrative Manager II						

Use or disclosure of the data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

1. PRIME DIRECT LABOR RATE MATRIX (For All Task Orders)

ON-SITE

Pool: Product & Services

Labor Categories	CY 1 HR Rate	CY 2 HR Rate	CY 3 HR Rate	CY 4 HR Rate	CY 5 HR Rate	CY 6 HR Rate
Program Manager						
Project Manager I						
Project Manager II						
Project Manager III						
System Engineer - Entry Level						
System Engineer - Junior						
System Engineer I						
System Engineer II						
System Engineer III						
System Engineer - Senior						
Software Engineer - Entry Level						
Software Engineer - Junior						
Software Engineer I						
Software Engineer II						
Software Engineer III						
Software Engineer - Senior						
Programmer/Analyst - Entry Level						
Programmer/Analyst - Junior						
Programmer/Analyst I						
Programmer/Analyst II						
Programmer/Analyst III						
Programmer/Analyst - Senior						
Test Engineer - Entry Level						
Test Engineer - Junior						
Test Engineer I						
Test Engineer II						
Test Engineer III						
Test Engineer - Senior						
SME/Technical Expert - Junior						
SME/Technical Expert I						
SME/Technical Expert II						
SME/Technical Expert III						
SME/Technical Expert - Senior						
SME/Technical Expert - Consultant						
Engineer Support - Entry Level						
Engineer Support - Junior						
Engineer Support I						
Engineer Support II						
Engineer Support III						
Engineer Support - Senior						
Administrative Support - Junior						
Administrative Support I						
Administrative Support II						
Administrative Support III						
Administrative Support - Senior						
IV & V Tools CM						
IV & V Tools Evaluator						
IV & V Tools Engineer/Developer						
Researcher Methods & Tech						
Researcher Software Quality						
Administrative Manager I						
Administrative Manager II						

Use or disclosure of the data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Northrop Grumman IT
Proposal No. 44-04-1090

Solicitation No. 49826-GGU
April 15, 2005

2. PRIME INDIRECT COST RATE MATRIX (For All Task Orders)

Indirect Expenses	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
Off-Site Overhead						
On-Site Overhead						
Fringe Benefits						
General & Administrative						
Materials & Subcontracts						

Northrop Grumman IT
Proposal No. 44-04-1090

Solicitation No. 49826-GGU
April 15, 2005

3. PRIME AWARD FEE RATE MATRIX (For All Task Orders)

Award Fee Rate	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%

Northrop Grumman IT
Proposal No. 44-04-1090

Solicitation No. 49826-GGU
April 15, 2005

1. Northrop Grumman, IT Defense Mission Systems LOADED LABOR RATE MATRIX (For All Task Orders): OFF-SITE

Labor Categories	CY 1 HR Rate	CY 2 HR Rate	CY 3 HR Rate	CY 4 HR Rate	CY 5 HR Rate	CY 6 HR Rate
Program Manager						
Project Manager I						
Project Manager II						
Project Manager III						
System Engineer - Entry Level						
System Engineer - Junior						
System Engineer I						
System Engineer II						
System Engineer III						
System Engineer - Senior						
Software Engineer - Entry Level						
Software Engineer - Junior						
Software Engineer I						
Software Engineer II						
Software Engineer III						
Software Engineer - Senior						
Programmer/Analyst - Entry Level						
Programmer/Analyst - Junior						
Programmer/Analyst I						
Programmer/Analyst II						
Programmer/Analyst III						
Programmer/Analyst - Senior						
Test Engineer - Entry Level						
Test Engineer - Junior						
Test Engineer I						
Test Engineer II						
Test Engineer III						
Test Engineer - Senior						
SME/Technical Expert - Junior						
SME/Technical Expert I						
SME/Technical Expert II						
SME/Technical Expert III						
SME/Technical Expert - Senior						
SME/Technical Expert - Consultant						
Engineer Support - Entry Level						
Engineer Support - Junior						
Engineer Support I						
Engineer Support II						
Engineer Support III						
Engineer Support - Senior						
Administrative Support - Junior						
Administrative Support I						
Administrative Support II						
Administrative Support III						
Administrative Support - Senior						
IV & V Tools CM						
IV & V Tools Evaluator						
IV & V Tools Engineer/Developer						
Researcher Methods & Tech						
Researcher Software Quality						
Administrative Manager I						
Administrative Manager II						

Use or disclosure of the data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

1. Northrop Grumman, IT Defense Mission Systems LOADED LABOR RATE MATRIX (For All Task Orders): ON-SITE

Labor Categories	CY 1 HR Rate	CY 2 HR Rate	CY 3 HR Rate	CY 4 HR Rate	CY 5 HR Rate	CY 6 HR Rate
Program Manager						
Project Manager I						
Project Manager II						
Project Manager III						
System Engineer - Entry Level						
System Engineer - Junior						
System Engineer I						
System Engineer II						
System Engineer III						
System Engineer - Senior						
Software Engineer - Entry Level						
Software Engineer - Junior						
Software Engineer I						
Software Engineer II						
Software Engineer III						
Software Engineer - Senior						
Programmer/Analyst - Entry Level						
Programmer/Analyst - Junior						
Programmer/Analyst I						
Programmer/Analyst II						
Programmer/Analyst III						
Programmer/Analyst - Senior						
Test Engineer - Entry Level						
Test Engineer - Junior						
Test Engineer I						
Test Engineer II						
Test Engineer III						
Test Engineer - Senior						
SME/Technical Expert - Junior						
SME/Technical Expert I						
SME/Technical Expert II						
SME/Technical Expert III						
SME/Technical Expert - Senior						
SME/Technical Expert - Consultant						
Engineer Support - Entry Level						
Engineer Support - Junior						
Engineer Support I						
Engineer Support II						
Engineer Support III						
Engineer Support - Senior						
Administrative Support - Junior						
Administrative Support I						
Administrative Support II						
Administrative Support III						
Administrative Support - Senior						
IV & V Tools CM						
IV & V Tools Evaluator						
IV & V Tools Engineer/Developer						
Researcher Methods & Tech						
Researcher Software Quality						
Administrative Manager I						
Administrative Manager II						

Use or disclosure of the data contained on this sheet is subject to the restriction on the title page of this proposal or quotation.

Northrop Grumman IT
Proposal No. 44-04-1090

Solicitation No. 49826-GGU
April 15, 2005

2. PRIME INDIRECT COST RATE MATRIX (For All Task Orders)

Indirect Expenses	CY 1	CY 2	CY 3	CY 4	CY 5	CY 6
Facility (Non-Metro B)						
Overhead (Services Low)						
Overhead (Services High)						
Fringe Benefit (EB-A)						
General & Administrative						
Materials & Subcontracts						

FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

General

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedures and Guidelines NPR 9501.2D entitled, "NASA Contractor Financial Management Reporting," effective date May 23, 2001, and additional instructions issued by the Contracting Officer.

a. Level of Detail

The Contractor's 533 reports shall contain a summary of total contract costs, as well as a separate 533 sheet for each Task Order. The reports shall contain a breakdown of each area by element of cost, i.e. direct labor hours/dollars (by category), overhead, general & administrative (G&A), travel, equipment, material, and other direct costs.

The government reserves the right to require a lower level of 533 reporting for particular task orders on a case by case basis as specified by the Contracting Officer. The purpose of this is to allow the government to separate costs on task orders that support multiple WBS elements on in-house instruments and/or missions.

b. Distribution

The Contractor shall distribute 533 reports to each addressee and on the schedule indicated in the Basic Contract Clause F.4 DELIVERY SCHEDULE.

c. Reporting Requirements

Each report shall provide cost data for reporting categories presented below. The list below is not intended to require a particular order or organization of the data.

Direct Labor

List applicable labor categories indicating prime or subcontracted

Labor Hours

Labor Dollars

Subtotal Prime Direct Labor Hours

Subtotal Subcontract Labor Hours

Subtotal Prime Direct Labor Dollars

Subtotal Subcontract Labor Dollars

Total Overhead

Total Fringe

Other Direct Costs

Material

Total Subcontracts

Travel

Miscellaneous

Total ODC's

Subtotal (Direct Cost plus Overhead)

G&A Expense

Total Cost

Award Fee

Total Cost Plus Award Fee (CPAF)

The 533 for each task order shall report direct labor hours by category.

All discrepancies, errors, or corrections that are part of a 533 report shall be noted. A detailed explanation is required only if discrepancies, errors, or corrections total more than \$100 per report.

d. Other Special Reports

The Contractor shall submit, as required, special cost or manpower reports either in the areas of actuals, projections or both. These reports may take the form of labor, overhead, other direct charges, billing analyses or other business information. When required, specific instructions will be provided by the Contracting Officer.

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. 2	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See page 2	5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554	CODE 180.V	7. ADMINISTERED BY (If other than Item 6) Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov	CODE 180.V	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Northrop Grumman Information Technology 8110 Gatehouse Road Falls Church, VA 22042			(4) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NNG05CB17C 10B. DATED (SEE ITEM 13) May 11, 2005	
CODE 1VXZ9 FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA

B/NC: GHP PPC: PS

Total Obligation \$850,000

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4) A	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(d).
C	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D	OTHER Specify type of modification and authority) FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT: Contractor **X** is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitations/contract subject matter where feasible.)

Contract Value				Funded Amount			
	From	Increase	To		From	Increase	To
Cost	\$1,301,845	\$3,470,782	\$4,772,627	Cost	\$1,020,000	\$772,727	\$1,792,727
Fee	<u>\$130,184</u>	<u>\$347,078</u>	<u>\$477,262</u>	Fee	<u>\$26,000</u>	<u>\$77,273</u>	<u>\$103,273</u>
Total	\$1,432,029	\$3,817,860	\$5,249,889	Total	\$1,046,000	\$850,000	\$1,896,000

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Delma J. Moore Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>Delma J. Moore</u> (Signature of Contracting Officer)	12/12/05

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
Computer Generated

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is revise contract Sections B, and adds funds as follows:

SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.8 Estimated Cost and Award Fee are revised as follows:

The estimated cost of this contract is \$4,772,627. The maximum available award fee, excluding base fee, if any, is \$477,262. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$5,249,889.

b. Summary of Task Orders. The NGIT Task Order is reflected as follows:

Task Order	Supplies or Services	Unit Price	FROM	BY	TO
1	Mars Phoenix Software IV&V	NTE	\$1,432,029	\$0	\$1,432,029
2/1	GLAST	NTE	\$1,782,062	-\$582,189	\$1,199,873
3	LRO	NTE	\$0	\$2,617,987	\$2,617,987
TOTAL			\$3,214,091	\$2,035,798	\$5,249,889

c. Accounting information:

PR #	AMOUNT
4200137009	\$50,000
4200138619	\$800,000
TOTAL	\$850,000

d. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$1,792,727 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **July 7, 2006**.

(b) An additional amount of \$77,273 is obligated under this contract for payment of fee.

(End of Modification 2)

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
3	See Block 16C		1 2
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554	180.V	Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov	180.V
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)		(4)	9A. AMENDMENT OF SOLICITATION NO.
Northrop Grumman Information Technology 8110 Gatehouse Road Falls Church, VA 22042			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO.
		X	NNG05CB17C
			10B. DATED (SEE ITEM 13)
			May 11, 2005
CODE	FACILITY CODE		
1VXZ9			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA

B/NC: GHP PPC: PS

Total Obligation \$

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

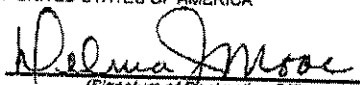
(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.102(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER Specify type of modification and authority) FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)

E. IMPORTANT: Contractor X is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Funded Amount	
	From	Increase To
Cost	\$1,020,000	\$772,727 \$1,792,727
Fee	\$26,000	\$77,273 \$103,273
Total	\$1,046,000	\$850,000 \$1,896,000

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	Delma J. Moore Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA
	BY  2/14/2006
	(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

This modification recognizes the award fee earned for the period one (1) evaluation period from May 11, 2005 through December 31, 2005 (Ref: FDO Letter dated February 13, 2006). Of the total available award fee of \$103,590, the Contractor earned **\$92,454.08 or 89.3%** of available award fee.

- (a). The following provisional fee payments have been submitted for payment during this period:

Invoice No.	Amount Paid
1F – 1/29/05 – 2/25/05	\$7,594.07
Total Amount of Provisional Fee Payments	\$7,594.07

- (b). The total amount of earned award fee less the sum of provisional payments follows:

First (1) Period Earned Award Fee	\$92,454.08
Less the Total Provisional Fee Payments	(\$7,594.07)
NET PAYABLE AMOUNT DUE:	\$84,860.01

- (c). AN AMOUNT OF **\$84,860.01** SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.

(End of Modification 3)

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 4		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See page 2	
5. PROJECT NO. (If applicable)					
6. ISSUED BY NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554		7. ADMINISTERED BY (If other than Item 6) Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov		8. PROJECT NO. (If applicable) 180.V	
9. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)				(4)	
Northrop Grumman Information Technology 8110 Gatehouse Road Falls Church, VA 22042				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				X NNG05CB17C	
				10B. DATED (SEE ITEM 13)	
				May 11, 2005	
CODE 1VXZ9		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.					
12. ACCOUNTING AND APPROPRIATION DATA					
B/NC: GHP PPC: PS				Total Obligation \$60,936	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER Specify type of modification and authority)					
X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)					
E. IMPORTANT: Contractor X is not, is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
Funded Amount					
	From	Increase	To		
Cost	\$1,792,727	\$55,396	\$1,848,123		
Fee	\$103,273	\$5,540	\$108,813		
Total	\$1,896,000	\$60,936	\$1,956,936		
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			Delma J. Moore Contracting Officer		
15B. CONTRACTOR/OFFEROR			15B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)			BY Delma J. Moore (Signature of Contracting Officer)		
15C. DATE SIGNED			15C. DATE SIGNED		
			2/22/2006		

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-106
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is revise contract Sections B, Section G and adds funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$1,848,123 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **August 7, 2006**.

(b) An additional amount of \$5,540 is obligated under this contract for payment of fee.

b. Accounting information:

PR#	Amount
4200143141	\$60,936


2. SECTION G – CONTRACT ADMINISTRATION DATA

Section G.4 Award Fee For Service Contracts subparagraph (f)(1) is deleted in its entirety and replaced with the following:

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on **a quarterly basis**. The total amount of award fee available in an evaluation period that will be **provisionally paid is the lesser of 70%** or the prior period's evaluation score.

(End of Modification 4)

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES																				
2. AMENDMENT/MODIFICATION NO. 5		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See page 2																					
5. PROJECT NO. (If applicable)		6. ISSUED BY NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554		7. ADMINISTERED BY (If other than Item 5) Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov																					
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP; Code)		9. CODE 180.V		10. CODE 180.V																					
Northrop Grumman Information Technology 8110 Gatehouse Road Falls Church, VA 22042		(4)		9A. AMENDMENT OF SOLICITATION NO.																					
				9B. DATED (SEE ITEM 11)																					
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C																					
				10B. DATED (SEE ITEM 13) May 11, 2005																					
CODE 1VXZ9		FACILITY CODE																							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																									
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.																									
12. ACCOUNTING AND APPROPRIATION DATA B/NC: GHP PPC: PS				Total Obligation \$1,402,210																					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																									
(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.																									
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																									
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:																									
D. OTHER Specify type of modification and authority: X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)																									
E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copies to the issuing office.																									
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																									
<table border="1"><thead><tr><th></th><th>Funded Amount</th><th></th><th></th></tr><tr><th></th><th>From</th><th>Increase</th><th>To</th></tr></thead><tbody><tr><td>Cost</td><td>\$1,848,123</td><td>\$1,274,736</td><td>\$3,122,859</td></tr><tr><td>Fee</td><td><u>\$108,813</u></td><td><u>\$127,474</u></td><td><u>\$236,287</u></td></tr><tr><td>Total</td><td>\$1,956,936</td><td>\$1,402,210</td><td>\$3,359,146</td></tr></tbody></table>							Funded Amount				From	Increase	To	Cost	\$1,848,123	\$1,274,736	\$3,122,859	Fee	<u>\$108,813</u>	<u>\$127,474</u>	<u>\$236,287</u>	Total	\$1,956,936	\$1,402,210	\$3,359,146
	Funded Amount																								
	From	Increase	To																						
Cost	\$1,848,123	\$1,274,736	\$3,122,859																						
Fee	<u>\$108,813</u>	<u>\$127,474</u>	<u>\$236,287</u>																						
Total	\$1,956,936	\$1,402,210	\$3,359,146																						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																									
15A. NAME AND TITLE OF SIGNER (Type or print)			15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)																						
			Delma J. Moore Contracting Officer																						
15B. CONTRACTOR/OFFEROR			15C. DATE SIGNED		15D. UNITED STATES OF AMERICA																				
(Signature of person authorized to sign)					BY  (Signature of Contracting Officer)																				
					15E. DATE SIGNED 4/10/2006																				

NSN 7540-01-162-8070

PREVIOUS EDITION UNUSABLE

30-105
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is revise contract Sections B and adds funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$3,122,859 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **July 31, 2006**.

(b) An additional amount of \$127,474 is obligated under this contract for payment of fee.

b. Accounting information:

PR#	Amount
4200151174	\$1,402,210

(End of Modification 5)

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2																					
2. AMENDMENT/MODIFICATION NO. 6		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See page 2		5. PROJECT NO. (If applicable)																				
6. ISSUED BY NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554		CODE 180.V		7. ADMINISTERED BY (If other than Item 6) Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov		CODE 180.V																				
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Northrop Grumman Information Technology 8110 Gatehouse Road Falls Church, VA 22042				(4)			9A. AMENDMENT OF SOLICITATION NO.																			
							9B. DATED (SEE ITEM 11)																			
				X			10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C																			
							10B. DATED (SEE ITEM 13) May 11, 2005																			
CODE 1VXZ9		FACILITY CODE																								
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																										
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.																										
12. ACCOUNTING AND APPROPRIATION DATA B/NC: GHP PPC: PS				Total Obligation \$611,326																						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																										
(a) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.																										
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).																										
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:																										
D. OTHER Specify type of modification and authority) X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)																										
E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copies to the issuing office.																										
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																										
<table border="1"><thead><tr><th></th><th colspan="3">Funded Amount</th></tr><tr><th></th><th>From</th><th>Increase</th><th>To</th></tr></thead><tbody><tr><td>Cost</td><td>\$3,122,859</td><td>\$555,751</td><td>\$3,678,610</td></tr><tr><td>Fee</td><td><u>\$236,287</u></td><td><u>\$55,575</u></td><td><u>\$291,862</u></td></tr><tr><td>Total</td><td>\$3,359,146</td><td>\$611,326</td><td>\$3,970,472</td></tr></tbody></table>								Funded Amount				From	Increase	To	Cost	\$3,122,859	\$555,751	\$3,678,610	Fee	<u>\$236,287</u>	<u>\$55,575</u>	<u>\$291,862</u>	Total	\$3,359,146	\$611,326	\$3,970,472
	Funded Amount																									
	From	Increase	To																							
Cost	\$3,122,859	\$555,751	\$3,678,610																							
Fee	<u>\$236,287</u>	<u>\$55,575</u>	<u>\$291,862</u>																							
Total	\$3,359,146	\$611,326	\$3,970,472																							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																										
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)																						
				Delma J. Moore Contracting Officer																						
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED																				
(Signature of person authorized to sign)				BY <u>Delma J. Moore</u> (Signature of Contracting Officer)		5/16/2006																				

The purpose of this modification is revise contract Sections B and adds funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Cost clause, the total amount allotted by the Government to this contract is \$3,678,610 for Section B, paragraph B.1 and covers the following estimated period of performance: from the inception of the contract through **September 30, 2006.**

(b) An additional amount of \$55,575 is obligated under this contract for payment of fee.

b. Accounting information:


PR#	Amount
4200156409	\$611,326

(End of Modification 6)

OMB Approval 2700-0042

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)		1 2
7	See Block 16C				
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than Item 6)	CODE		
NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554	180.V	Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov	180.V		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code)					
Northrop Grumman Information Technology 8110 Gatehouse Road Falls Church, VA 22042					
			(4) 9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			X NNG05CB17C		
			10B. DATED (SEE ITEM 13)		
			May 11, 2005		
CODE	1VXZ9	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.					
12. ACCOUNTING AND APPROPRIATION DATA					
B/NC: GHP PPC: PS				Total Obligation \$	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(4) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER Specify type of modification and authority)					
X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)					
E. IMPORTANT: Contractor X is not, is required to sign this document and return ___ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Delma J. Moore Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	8/08/06

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE30-106
Computer GeneratedSTANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

This modification recognizes the award fee earned for the Second (2nd) evaluation period January 1, 2006 through June 30, 2006 (Ref: FDO Letter dated August 8, 2006). The total available award fee is \$244,284.00, NGIT earned **\$218,634.18 or 89.5%** of available award fee.

- (a). The following provisional fee payments have been submitted for payment during this period:

Invoice No.	Amount Paid
Total Amount of Provisional Fee Payments	\$169,359.00

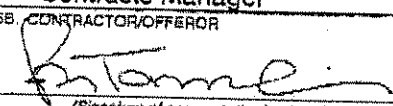
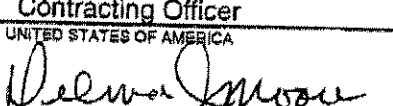
- (b). The total amount of earned award fee less the sum of provisional payments follows:

Second (2) Period Earned Award Fee	\$218,634.18
Less the Total Provisional Fee Payments	(\$169,359.00)
NET PAYABLE AMOUNT DUE:	\$ 49,275.18

- (c). AN AMOUNT OF **\$49,275.18** SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.

(End of Modification 7)

OMB Approval 2700-0012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES																
2. AMENDMENT/MODIFICATION NO. 8	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. See page 2	5. PROJECT NO. (if applicable)																		
6. ISSUED BY NASA/GSFC NASA/IV&V Facility Fairmont, WV 26554	CODE 180.V	7. ADMINISTERED BY (if other than item 6) Delma Moore Phone: 304-367-8491 Delma.j.moore@nasa.gov	CODE 180.V																		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Northrop Grumman Information Technology 8110 Gatehouse Road Falls Church, VA 22042			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NNG05CB17C 10B. DATED (SEE ITEM 12) May 11, 2005																		
CODE 1VXZ9 FACILITY CODE			11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS																		
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this solicitation and this amendment, and is received prior to the opening hour and date specified.																					
12. ACCOUNTING AND APPROPRIATION DATA B/NC: GHP PPC: PS			Total Obligation \$1,534,036.69																		
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.																					
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input checked="" type="checkbox"/> D. OTHER (Specify type of modification and authority) FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)																					
E. IMPORTANT: Contractor is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.																					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)																					
<table border="1"> <thead> <tr> <th></th> <th>Funded Amount From</th> <th>Increase</th> <th>To</th> </tr> </thead> <tbody> <tr> <td>Cost</td> <td>\$3,678,610.00</td> <td>\$1,217,313.69</td> <td>\$4,895,923.69</td> </tr> <tr> <td>Fee</td> <td><u>\$291,862.00</u></td> <td><u>\$316,723.00</u></td> <td><u>\$608,585.00</u></td> </tr> <tr> <td>Total</td> <td>\$3,970,472.00</td> <td>\$1,534,036.69</td> <td>\$5,504,508.69</td> </tr> </tbody> </table>							Funded Amount From	Increase	To	Cost	\$3,678,610.00	\$1,217,313.69	\$4,895,923.69	Fee	<u>\$291,862.00</u>	<u>\$316,723.00</u>	<u>\$608,585.00</u>	Total	\$3,970,472.00	\$1,534,036.69	\$5,504,508.69
	Funded Amount From	Increase	To																		
Cost	\$3,678,610.00	\$1,217,313.69	\$4,895,923.69																		
Fee	<u>\$291,862.00</u>	<u>\$316,723.00</u>	<u>\$608,585.00</u>																		
Total	\$3,970,472.00	\$1,534,036.69	\$5,504,508.69																		
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.																					
15A. NAME AND TITLE OF SIGNER (Type or print) Jacquelin R. Tomlin Contracts Manager			15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delma J. Moore Contracting Officer																		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 9/18/06		15B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)																	
15C. DATE SIGNED 9/18/2006																					
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE																					
30-105 Computer Generated																					
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243																					

The purpose of this modification is: (1)) add funds (2) denote that contract value for this contract shall be consistent with the current total Summary of Task Order Awards as reflected in NASA's Task Order Management Systems (TOMS), effective with execution of Modification #3; (3) revise contract Sections B, F and J as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$4,895,923.69**. This allotment is for **\$1,534,036.69** and covers the following estimated period of performance: **December 13, 2006**.

(b) An additional amount of \$316,723 is obligated under this contract for payment of fee.

b. Accounting information:

PR#	Amount
4200171185	\$1,484.69
4200172006	\$34,958.00
4200171731	\$390,014.00
4200170217	\$282,818.00
4200175071	\$424,762.00
4200176283	\$400,000.00
Total	\$1,534,036.69

c. Effective as of Modification #3 dated February 14, 2006, the contract value for this contract shall be consistent with the current total Summary of Task Order Awards as reflected in NASA's TOMS.

2. SECTION F – DELIVERIES OF PERFORMANCE

Section F.4 Delivery Schedule (GSFC 52.211-96) of the MAC contracts currently requires the ICPR (Item 4) to be submitted "Monthly, on or before the 10th business day following the month" is changed to "Monthly, on or before *the 12th business day following the close of the monthly accounting period*".

3. SECTION J - ATTACHMENTS

Attachment A Statement of Work (SOW) dated 7/04 is hereby deleted and replace with the revised attached SOW dated August 29, 2006.

(End of Modification 8)

Independent Verification and Validation (IV&V) of Software Services Statement of Work

1. Introduction

1.1. Software Systems IV&V

Independent Verification and Validation (IV&V) is a systems engineering process employing rigorous methodologies for evaluating the correctness and quality of the software system throughout the development life cycle. Verification processes determine whether or not the products of a given development activity conform to the requirements established for the activity. Validation processes evaluate the software system throughout the development life cycle to determine whether or not the software satisfies its intended use and user needs are satisfied within the context of the system. IV&V is performed by an organization that is technically, managerially, and financially independent from the developing organization.

1.2. Scope

This contract is for the performance of IV&V on selected software systems being developed by or for NASA and other Federal, State and local government agencies.

1.3. Terminology

As used in this statement of work the following shall apply:

1. **Project (or development project)** refers to an activity for which software is being generated.
2. The term **Contractor** refers to the contractor organization performing the IV&V of software generated by a Project.
3. **NASA IV&V Project Manager** refers to IV&V Facility civil servant personnel, appointed by IV&V Facility Management, who perform project management functions.
4. **IV&V Task** is the lowest level component of the IV&V effort with the most detailed description.
5. **IV&V Work Breakdown Structure (WBS)** is a standardized description of IV&V tasks. The WBS is written in terms of "what" must be done but not "how" it is to be done (i.e. performance based tasks). The IV&V WBS is part of the IV&V Facility's Management System and can be found in System Level Procedure (SLP 09-1) at <http://iso9000.ivv.nasa.gov>
6. **IV&V Services** is a generic term used to encompass the scope of work described by the IV&V WBS.
7. **IV&V effort** refers to one or more IV&V tasks being performed on a project (e.g. the space shuttle IV&V effort)

8. **IV&V Planning and Scoping** is an activity performed for each project before IV&V services begin on that project. During this activity, project artifacts are examined to identify the software components and determine those that are critical to project success. The critical software items are further evaluated to determine the scope of the IV&V effort needed and to identify the specific IV&V tasks that should be performed. IV&V Planning and Scoping for a particular project will be performed separately from this contract.

1.4. Approach to IV&V Services Tasking

Before IV&V services begin on a particular project, an IV&V Planning & Scoping activity will be performed to determine the IV&V tasks that should be performed on each critical software component. This IV&V Planning and Scoping activity will be performed separately from this contract. During this activity, each software component will be assessed to determine its Software Integrity Level (SIL) (see IEEE Std. 1012) using an IV&V Facility standard process and SIL scheme. The SIL, and other project-unique characteristics, will be used to determine the tasks from the IV&V WBS that should be applied to the component.

Once the IV&V Planning and Scoping activity is complete, the results will be used to generate a task order that defines the IV&V services required under this contract for a particular project. The descriptions of the required IV&V tasks from the current version of the IV&V WBS will be duplicated (not referenced) into the task order Statement of Requirements for a given project. On rare occasions, the task descriptions from the WBS will be tailored to the specific needs of the project. The task order (and any subsequent modifications) will define the IV&V services to be performed for a particular project. Therefore, the IV&V Facility WBS can be used by the contractor to understand the *potential* detailed tasks that may be directed via a task order, but the WBS does not include requirements for this contract and WBS modifications are not changes to the contract. Because the technical reporting requirements (e.g. Task Reports, Milestone Reports, Flight Readiness Reports) for each project vary significantly, the content, format, and delivery requirements of those reports will be specified in each task order.

Once IV&V services have commenced on a project, any re-planning or re-scoping of the IV&V services will be performed with support from the IV&V services contractor.

1.5. Project Interfaces

The NASA IV&V Facility's paradigm for interfacing with a project in the performance of IV&V is as follows. While none of the following are requirements, they do represent the typical IV&V Facility approach to IV&V of projects.

1. Part of the Contractor staff is located at the project site(s) to function as the "eyes, ears, and advocates" of the IV&V effort. (The project site portion of the Contractor Team workforce is normally less than 50% of the entire Contractor Team.) Part of the Contractor staff is located at the IV&V Facility to promote synergism across projects.
2. The Contractor staff is composed of both project domain experts as well as software discipline experts.

3. Management of the Contractor's IV&V effort for a project is located at the IV&V Facility to promote a close working relationship with the NASA IV&V Project Manager and to help effect the synergism described above.
4. Contractor management is located at the IV&V Facility to promote timely and effective working relationships with the NASA staff and management.
5. NASA IV&V Project Managers are located at the IV&V Facility.
6. The project does not have a representative at the IV&V Facility.

As described in IV&V SLP 09-4, some form of Formal Agreement is used to govern the relationship between the IV&V Facility and the project. Below is a graphical representation of the common interfaces between a project and the IV&V effort for that project (Figure 1-1). This graphical representation does not show all interfaces between the IV&V Facility and the project. For instance interfaces for issue escalation can be highly project dependent, and are therefore not shown in this generalized representation.

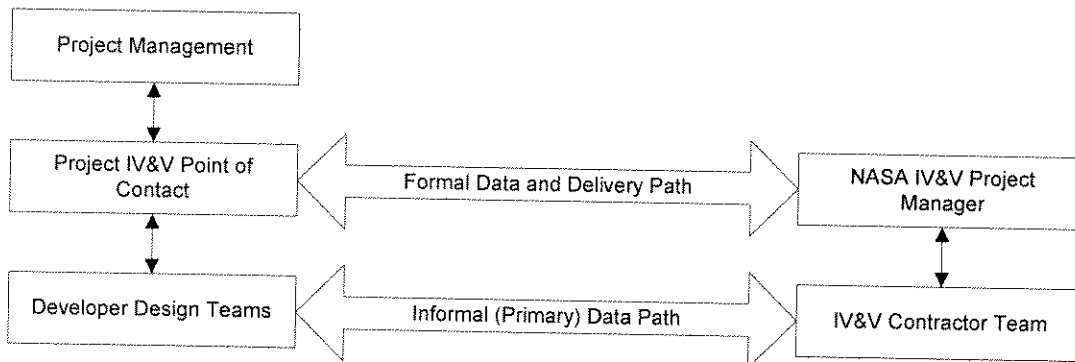


Figure 1-1

As shown, the formal relationship between the project and the IV&V effort is through the NASA IV&V Project Manager and the project's designated IV&V Point of Contact (POC). This POC is sometimes a dedicated individual, but is usually someone in the Project who has other duties, as well. This path is used for all formal deliverables to the project as well as formal interchange of data. The contractor does not normally send formal deliverables directly to the project. Formal delivery to the project is normally performed by the NASA IV&V Project Manager. This path is also used for any other formal coordination necessary between the IV&V effort and the project (e.g. schedule changes, access to project facilities, scope changes).

Ideally, normal contractor team interaction with the project will be through the various developer/design teams on an informal basis. This is the desired primary data path for conveying IV&V analyses results (e.g. issues and recommendations) in a timely manner to the project. Utilizing this path of communication with the project also ensures a "no surprises" policy where the developer is not surprised by analysis results being communicated through the chain of authority. This "no surprises" policy helps to build effective and cooperative relationships between the developers and the IV&V team. Ideally, the informal path is also the primary path for transmission of software artifacts and project data to the IV&V effort.

2. Reference Documents

The following documents provide useful reference material. They are for informational purposes only. They are not requirements under this contract.

2.1. Government Documents

1. NASA Procedures and Guidelines (NPG) 7120.5, NASA Program and Project Management Processes and Requirements
2. NASA Policy Directive (NPD) 2820.1C, NASA Software Policy
3. NASA Software IV&V Facility Project Manager's Handbook (Draft - August 2003)
4. IV&V Facility Management System documents (iso9000.ivv.nasa.gov)
5. NASA IV&V Strategic Implementation Plan.
(www.ivv.nasa.gov/policies/index.shtml)

2.2. Industry Documents

1. Institute of Electrical and Electronics Engineers (IEEE)/Electronic Industries Association (EIA) 12207.0-1996, Industry Implementation of International Standard International Organization for Standardization (ISO)/International Electro-technical Commission (IEC) 12207: 1995, Standard for Information Technology—Software Life Cycle Processes
2. IEEE/EIA 12207.1-1997, Guide for ISO/IEC 12207, Standard for Information Technology—Software Life Cycle Processes—Life Cycle Data.
3. IEEE/EIA 12207.2-1997, Guide for ISO/IEC 12207, Standard for Information Technology—Software Life Cycle Processes—Implementation Considerations
4. IEEE Std 1012-1998, Standard for Software Verification and Validation
5. Software Engineering Institute, Capability Maturity Model Integration
(<http://www.sei.cmu.edu/cmmi/>)

3. Requirements

This section defines requirements that are applicable to all task orders within the scope of this contract. The set of requirements specific to a given project will be defined in the task order(s) for that project. The task order will describe, in detail, the IV&V services and deliverables required for that project.

3.1. Contractor Management

The Contractor shall manage the associated activities necessary to support the requirements of this contract. The Contractor shall perform both contract-level and project-level management.

3.1.1. Contract-Level Management

Contract-level management activities shall include but are not limited to:

1. Manage, control, and report on the contractor's overall effort to ensure compliance with cost, schedule, and technical requirements;
2. Coordinate the Contractor's IV&V efforts including participation of various levels of management at the IV&V Facility, Center representatives, and others external to the Contractor organization, as required;
3. Ensure proper initiation, scheduling, reporting, and review of the IV&V Services for each project;
4. Optimize the utilization of Contractor personnel across multiple projects;
5. Manage and ensure the performance of any/all subcontractor(s) throughout the period of performance of each subcontract.

3.1.2. Project-Level Management

Project-level management activities shall include, but are not limited to:

1. Manage, control, and report on the specific IV&V Services for each project to ensure compliance with cost, schedule, and technical requirements;
2. Coordinate IV&V Services for each project including participation of project developers, NASA Civil Servants, Government contractors, and others external to the Contractor organization, as required;
3. Optimize the utilization of Contractor personnel within each project;
4. Conduct informal weekly status Tag-Ups, when required, among the Contractor, the NASA IV&V Project Manager, and the project IV&V POC ensure adequate coordination among project IV&V efforts. The Contractor shall document,
5. respond to, and track the actions resulting from these weekly meetings if requested by the NASA IV&V Project Manager.

3.2. Quality Management and Continuous Improvement

The Contractor shall institute policies, procedures, processes, and metrics that will ensure IV&V products meet contract requirements and will promote continuous improvement of the products and processes. The contractor shall, at a minimum, include International Organization of Standards (ISO) 9001:2000 certification, Capability Maturity Model Integration (CMMI), and metrics as specifically required below in their continuous improvement process.

3.2.1. ISO 9001:2000

The Contractor shall maintain ISO 9001:2000 Certification of their IV&V processes throughout the life of this contract. Should the Contractor not be ISO 9001:2000 certified for their IV&V processes at the time of their proposal submittal, the Contractor shall become ISO 9001:2000 certified within 12 months of the contract award.

3.2.2. CMMI

The Contractor shall maintain their IV&V processes at Capability Maturity Model Integration (CMMI) maturity level 2 or above throughout the life of this contract. The Contractor shall participate in and maintain an appraisal methodology that adheres to the Appraisal Requirements for CMMI (ARC), Version 1.1. The Contractor shall utilize a Standard CMMI Appraisal Method for Process Improvement (SCAMPI) ARC Class A Appraisal as the only means to substantiate CMMI maturity level 2 (either as part of their initial proposal submittal or subsequently during the life of this contract).

The Contractor may also utilize ARC Class B and C appraisal methods as part of their appraisal methodology. Specifically, the Contractor may utilize ARC Class B and/or C appraisal methods as the means to prepare for and/or provide sufficient justification to determine their readiness for conducting an ARC Class A appraisal, demonstrate progress against an improvement plan, and/or to provide an initial assessment, interim assessment and/or periodic self-assessment to gain insight into maturity and/or capability levels.

The Contractor shall provide appraisal results to the customer for all appraisals, regardless of the appraisal method, conducted throughout the life of this contract. Should the Contractor not be CMMI maturity level 2 or above at the time of their proposal submittal, the Contractor shall become CMMI maturity level 2 or above within 24 months of the contract award.

Should the Contractor regress and not maintain their IV&V processes at CMMI maturity level 2 or higher, the Contractor may choose to utilize an ARC Class B or Class C

Appraisal method, with COTR approval, to substantiate their process improvement efforts to corroborate CMMI maturity level 2 in applicable process areas. However, the COTR may request that a SCAMPI ARC Class A appraisal be conducted under these circumstances.

3.2.3. Metrics

The contractor shall establish and maintain a metrics program that can be used by both the contractor and NASA to evaluate and improve the effectiveness and efficiency of the IV&V services being performed by the contractor.

The IV&V Facility is implementing a metrics program to evaluate and improve IV&V performance Facility-wide. Based on the data requirements of the Facility metrics program, the Contracting Officer may direct the Contractor to modify their collection and reporting of information so as to assist in the effort.

3.3. Contractor Tools Development and Application

The Contractor shall acquire, develop, modify, maintain, and apply, as necessary, tools and methodologies in support of their IV&V efforts. All software tools or methods developed by the Contractor as a part of this contract shall be documented using a Contractor proposed, COTR approved, documentation scheme. In addition, the IV&V Facility maintains an IV&V Tools Lab that provides tools for use by all Contractors.

Tools or methods shall be approved by the COTR and the associated NASA IV&V Project Manager prior to use. The Contractor may also be required to use specific IV&V tools or methods to evaluate project processes and products or to capture the results of IV&V analyses. Currently, the only tool required to be used by all Contractors is the Project Issue Tracking System (PITS). PITS is used to capture all issues and risks identified during IV&V of a project.

The Contractor shall evaluate and report on tools and methods (e.g., tools developed by Facility's Research Team) on a case-by-case basis when requested by the COTR for the purpose of assessing them for use as an IV&V Facility-wide tool or methodology. Once a new tool has been added to the IV&V Tools Lab, it will become part of the standard tool suite available to all Contractors for IV&V services.

3.4. Data Retention

The Contractor shall maintain and operate a library of each project's related documentation for use by the Contractor and NASA IV&V Facility personnel at a Contractor supplied location. This library shall include:

1. All documentation received from the Project or its contractors relating to the IV&V effort;
2. All correspondence generated as a part of the IV&V effort;
3. All correspondence received relating to the IV&V effort;
4. All deliverables provided under this contract.

At the close of each project, all items in the library related to the project shall be delivered to the COTR in electronic format.

3.5. Cooperation with IV&V Process Improvement and Research

The IV&V Facility has, among others, two Overarching Goals (See 2.1 Ref. 5).

1. Become nationally recognized as a preeminent leader in IV&V expertise, tools, and processes.
2. Develop fully an internationally known and valued software assurance research presence.

The Contractor shall support these goals by making all software development and IV&V analysis products and related measurements received from the project or developed by the Contractor available to NASA. Examples of software development product items are requirements, designs, code, test results, reviews, and discrepancy and change reports. Examples of software development related items are measures of effort, cost, schedule, slippage, activity records, and personnel changes. Examples of IV&V analysis products include tool outputs and analysis documents and notes. Examples of IV&V analysis related measurements include performance measures, analysis effort, and analysis methods used.

The contractor shall also support these goals by coordinating their continuous improvement efforts (see section 3.2) with the IV&V Facility actions designed to achieve the Overarching

Goals. This coordination includes attending meetings related to the Overarching Goals and providing inputs and assessments of Facility action plans as requested.

4. Contract Deliverables

4.1. Contract Progress Report

The Contractor shall compile, produce, deliver and be prepared to present a Monthly Contract Progress Report. The report shall be delivered on or before the second to last business day of the month during the time the Contractor has any active task orders. The report shall include, but is not limited to:

- a. An overall summary of contract work;
- b. Individual project progress summaries including risks to the IV&V effort and planned activities for the next two reporting periods;
- c. Contract deliverables made during the past month and planned deliveries for the next two months;
- d. Work progress per project; progress shall be measured and reported against published/delivered plans (e.g. 533Q and ICPR);
- e. Current contractual problems and/or issues, with proposed corrective actions, and
- f. Status of the contractor's continuous improvement program. The status shall include, but is not limited to:
 - a. Reporting of metrics and analysis of those metrics;
 - b. Progress in attaining contract requirements for CMMI;
 - c. Reporting of Process Improvement efforts and any corrective actions taken / implemented.
 - d. Reporting of involvement / actions taken in coordination with the Facility Research Program (e.g. brown bag discussion and coordination meetings with research management)

Copies of the Contract Progress Report shall be delivered to the CO, COTR, IV&V Services Lead, and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically.

4.2. Integrated Cost-Performance Report (ICPR)

The Contractor shall produce and deliver, as part of task order response, an initial ICPR. Within each project report, ICPR data shall be provided to the "task" level where "task" will be defined in each task order. The ICPR shall include the following (for each task):

- a. A schedule of the authorized work in a manner which describes the sequence of work and identifies significant task interdependencies required to meet the requirements of the program.
- b. A time-phased budget baseline, at the control account level, against which program performance can be measured. Budget for far-term efforts may be held in higher level accounts until an appropriate time for allocation at the control account level. Initial budgets established for performance measurement will be based on either internal management goals or the external customer-negotiated target cost including estimates for authorized but undefinitized work.
- c. Budgets for authorized work with identification of significant cost elements (e.g., labor, material) as needed for internal management and for control of subcontractors.
- d. Identified management reserves and undistributed budget.

The Contractor shall compile, produce, and deliver a Monthly ICPR for each project (unless a task order specifically exempts a project). The report shall be delivered on or before the tenth business day following the month during which the Contractor has any active task orders that are not exempt from this report. The report shall include the following (for each task):

- a. Comparison of the amount of planned budget and the amount of budget earned for work accomplished. This comparison provides the schedule variance. Schedule variance shall be divided into externally caused and internally caused variances.
- b. Comparison of the amount of the budget earned and the actual (applied where appropriate) direct costs for the same work. The actual cost data shall be from, or reconcilable with, the accounting system used for NF 533M reporting. This comparison provides the cost variance.
- c. Identification of significant differences between both planned and actual schedule performance and planned and actual cost performance and provide the reasons for the variances in the detail needed by NASA IV&V Project Manager.
- d. Revised estimates of cost at completion based on performance to date, commitment values for material, and estimates of future conditions. Compare this information with the performance measurement baseline to identify variances at completion.
- e. Authorized changes to the performance measurement baseline and the effects of such changes in budgets and schedules.

Copies of the ICPR shall be delivered to the CO, COTR, and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically.

4.3. Monthly Software Status Report (MSSR)

The Contractor shall produce, and deliver an MSSR for each project on the second to last business day of each month (unless a task orders specifically exempts a project). This report

shall include, but is not limited to, the following information for the reporting period:

- a. The Contractor's assessment of project software development status and progress as measured against planned progress and milestone achievement.
- b. A description of significant IV&V technical activities performed.
- c. Planned project development activities for the next two reporting periods that are pertinent to IV&V.
- d. Planned IV&V activities for the next two reporting periods, including specific development artifacts necessary to support those activities.
- e. A description of IV&V contributions to the project. The description shall include the impact on the project as well as the project's response. Contributions should be described quantitatively.
- f. Identification and status of significant project software risks and the Contractor's proposed mitigation. Status shall continue on each risk until it is removed. Rationale for all additions/deletions to the list shall be reported.
- g. Summary status of Technical Issue Memoranda (TIMs) and significant changes from the last reporting period.

In addition to the NASA IV&V Project Manager, the MSSR's target audience is the project's IV&V POC and the development Project Manager. Copies of the MSSR shall be delivered to the CO, COTR, IV&V Services Lead, , and all NASA IV&V Project Managers that manage projects covered by the report. The report shall be in a format approved by the CO and COTR and may be delivered electronically. Facility personnel will provide a copy of this report to the Project.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
000009	12/01/2006	4200179978	1 3
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	GSFC	NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554	IVV
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
NORTHROP GRUMMAN INFORMATION TECH 8110 GATEHOUSE RD FALLS CHURCH VA 22042-1252		(X)	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		NNG05CB17C	
		10B. DATED (SEE ITEM 11)	
		05/11/2005	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
		<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	
12. ACCOUNTING AND APPROPRIATION DATA (If required)		Net Increase: \$1,002,290.00	
See Schedule		13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:		
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)		
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			
LIST OF CHANGES: Obligated Amount for this Modification: \$1,002,290.00 New Total Obligated Amount for this Award: \$6,506,798.69 Incremental Funded Amount changed: from \$5,504,508.69 to \$6,506,798.69 New Administration Address: NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554 Continued ... Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Delma Moore	
15C. DATE SIGNED		15D. UNITED STATES OF AMERICA	
		(Signature of Contracting Officer)	
15E. CONTRACTOR/OFFEROR		15F. DATE SIGNED	
(Signature of person authorized to sign)		12/01/2006	
NSN 7540-01-152-6070 Previous edition unusable			
STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243			

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNG05CB17C/000009

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

NORTHROP GRUMMAN INFORMATION TECH

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
002	<p>Government Furnished Property changed to : Y Procurement Organization changed to : 210.3 POP Zip + 4 changed to : 265548817 Contract will generate 1018 Reportable Property (Contract contains NFS clause 1852.245-73) changed to : Y CHANGES FOR LINE ITEM NUMBER: 1 Total Amount changed from \$200,000,000.00 to \$5,504,508.69 CHANGES FOR DELIVERY LOCATION: GSFC Amount changed from \$200,000,000.00 to \$5,504,508.69 CHANGES FOR ACCOUNTING CODE: SAP Account code changed from CONVERTED TOTAL OF ALL SAP ALIS to SAP Amount changed from \$200,000,000.00 to \$5,504,508.69</p> <p>FY06 G&A for Various Tasks</p> <p>Incrementally Funded Amount: \$1,002,290.00</p> <p>Delivery Location Code: IVV NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554 US Amount: \$194,495,491.31 Accounting Info: 0000511800/6100.2550/FC0000000/419683.03.01/000/255 0/51-419683/EXCX22006D/439A Cost Center: 0000511800 GI Account: 6100.2550 Order: FC000000 WBS Element1: 419683.03.01 Item Number: 000 Commitment Item: 2550 Funds Center: 51-419683 Fund: EXCX22006D Functional Area: 439A</p>				194,495,491.31

The purpose of this modification is to add funds and revise contract Sections B as follows:

SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$5,807,096.42**. This allotment is for **\$911,172.73** and covers the following estimated period of performance: **February 28, 2007.**

An additional amount of \$91,117.27 is obligated under this contract for payment of fee.

	Funded Amount		
	From	Increase	To
Cost	\$4,895,923.69	\$911,172.73	\$5,807,096.42
Fee	<u>\$608,585.00</u>	<u>\$91,117.27</u>	<u>\$699,702.27</u>
Total	\$5,504,508.69	\$1,002,290.00	\$6,506,798.69

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 000010		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 4200183571	
5. PROJECT NO. (If applicable)		6. ADMINISTERED BY (If other than Item 8) NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554		7. CODE IVV	
8. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN INFORMATION TECH 8110 GATEHOUSE RD FALLS CHURCH VA 22042-1252		9A. AMENDMENT OF SOLICITATION NO. (x)	
9B. DATED (SEE ITEM 11)		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C		10B. DATED (SEE ITEM 11) 05/11/2005	
CODE		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) B/NC: GJF; 4200183571; \$1,051,620		Net Increase:		\$1,051,620.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority) X Unilateral modification ; Pursuant to Clause 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

Delivery Location Code: IVV
 NASA/Goddard Space Flight Center
 Independent Verif. & Valid. Facility
 100 University Dr.
 Fairmont WV 26554 US

003 Corp. G&A for Various Tasks

1,051,620.00

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) William Hatch		15B. UNITED STATES OF AMERICA <i>William Hatch</i> (Signature of Contracting Officer)		15C. DATE SIGNED 12/28/2006	
15D. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15E. DATE SIGNED		15F. DATE SIGNED	

NSN 7540-01-152-4070
 Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

NNG05CB17C/000010

PAGE

OF

2

3

NAME OF OFFEROR OR CONTRACTOR

NORTHROP GRUMMAN INFORMATION TECH

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Security Code changed to : N Contract Admin Delegated changed to : N Delivery Location Code: IVV NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554 US				
003	Corp. G&A for Various Tasks Obligated Amount: \$1,051,620.00				1,051,620.00

The purpose of this modification is to add funds and revise contract Sections B as follows:

SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$6,763,114.60**. This allotment is for **\$956,018.18** and covers the following estimated period of performance: **April 30, 2007**.

An additional amount of \$95,601.82 is obligated under this contract for payment of fee.

	Funded Amount		
	From	Increase	To
Cost	\$5,807,096.42	\$956,018.18	\$6,763,114.60
Fee	<u>\$699,702.27</u>	<u>\$95,601.82</u>	<u>\$795,304.09</u>
Total	\$6,506,798.69	\$1,051,620.00	\$7,558,418.69

PR	Amount
4200183571	\$1,051,620.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
000011	See Block 16C		
6. ISSUED BY	CODE	7. ADMINISTERED BY (if other than item 6)	CODE
NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771	GSFC	NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554	IVV
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.	
NORTHROP GRUMMAN INFORMATION TECH 8110 GATEHOUSE RD FALLS CHURCH VA 22042-1252		(x)	
		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C	
		10B. DATED (SEE ITEM 11) 05/11/2005	
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>			
12. ACCOUNTING AND APPROPRIATION DATA (if required)			
EGRP GMP			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.		
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).		
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)		
	D. OTHER (Specify type of modification and authority)		
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return _____ 3 _____ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)			

The purpose of this no-cost supplemental agreement is to incorporate the new HSPD-12 Personal Identity Verification (PIV) of Contractor Personnel requirements into the contract.

Accordingly:

(See Continuation Sheets)

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Jacqueline B. Tomlin, Contract Mgr.		Debra Moore	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
<i>[Signature]</i>	1/24/07	<i>[Signature]</i>	1/25/2007
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Continuation Page of SF30

1) INDEX OF CLAUSES FOR CONTRACT

Delete the following titles:

H.4 - ONSITE PERSONNEL – REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99)(MAY 2003)

H.5 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (MAY 2003)

Add the following titles:

H.4 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES--MODIFICATIONS (GSFC 52.204-99) (DEC 2006)

H.5 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (SEPT 2006)

H.15 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2006)

2) **H.4 - ONSITE PERSONNEL – REPORTING REQUIREMENTS AND CHECKOUT PROCEDURES (GSFC 52.204-99)(MAY 2003) is hereby deleted in its entirety and replaced with the following:**

H.4 - CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES--MODIFICATIONS (GSFC 52.204-99) (DEC 2006)

(a) In accordance with FAR 52.204-9, Personal Identity Verification (PIV) of Contractor Personnel, the Contractor, upon receipt of a contract-specific PIV employee listing from GSFC Security Division, shall update the listing in accordance with the Step 1 letter procedures described in Attachment H, Personal Identity Verification Card Issuance Procedures. The Contractor shall provide the required information for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). Following submission of the updated/annotated listing to the Contracting Officer's Technical Representative (COTR) and Contracting Officer, the Contractor shall wait for a PIV card scheduling notice from the GSFC Security Division to proceed with Steps 2 through 6 of Attachment H. The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case by case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall proceed with Step 7 of Attachment H for PIV credentials for all onsite contract personnel with PIV cards. In addition, upon future written notice from the Contracting Officer, the Contractor shall follow Steps 1

through 7 in Attachment C for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: Locator and Information Tracking System (LISTS) Manager, and the Contracting Officer's Technical Representative (COTR) of the contractor's designated LIST representative within 15 calendar days after award of this contract. The GSFC maintained LIST contains work and home location and contact information for personnel that have permanent NASA/GSFC PIV cards. The Contractor may contact the LIST Manager, Tel 301-286-2306 for assistance regarding LIST.

(c) For each contract employee, the Contractor must complete and submit a GSFC Form 24-27, "LISTS Form. The form is available from GSFC Stores Stock or online via NASA and GSFC systems <<http://gdms.gsfc.nasa.gov/gdmsnew/home.jsp>>. The GSFC Form 24-27 must be signed by the COTR or the Contracting Officer. The COTR will resolve any housing or access issues, review the forms for accuracy and completeness, and return the signed forms to the Contractor. The Contractor shall forward the form(s) to the GSFC Security Division, Code 240, for subsequent data entry into the LIST.

(d) The Contractor shall submit an annotated LIST Report each month. The GSFC LIST Manager will furnish a LIST print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;

(2) Make handwritten changes to any other incorrect data.

The annotated LIST Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: LIST Manager, and to the COTR by the 10th calendar day of the month.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the

GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

- 3) **H.5 GOVERNMENT PREMISES – COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (MAY 2003) is hereby deleted in its entirety and is replaced with the following:**

H.5 - GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (SEPT 2006)

- (a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.
- (2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Technical Representative. Approval of such visits must be approved in advance in accordance with GPR 1600.1.
- (3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.
- (b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or installation directives, procedures, handbooks and announcements. The following cover many of the requirements:
- (1) Coordinated Harassment/Discrimination Inquiry Guidelines
<<http://internal.gsfc.nasa.gov/directives/security.html>>
 - (2) GMI 1152.9, Facilities Coordination Committee
 - (3) GPR 1600.1, GSFC Security Manual
 - (4) GPR 1700.1, Occupational Safety Program
 - (5) GPR 1700.2, Chemical Hygiene Plan
 - (6) GPR 1800.1, GSFC Smoking Guidelines
 - (7) GPR 1800.2, Occupational Health Program
 - (8) GPR 1860.1, Ionizing Radiation Protection
 - (9) GPR 1860.2, Laser Radiation Protection
 - (10) GPR 1860.3, Radio Frequency Radiation Safety
 - (11) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
 - (12) GPR 2570.1, Radio Frequency Equipment Licensing
 - (13) GPD 8500.1, Environmental Program Management
 - (14) GPR 8710.2, Emergency Preparedness Program for Greenbelt
 - (15) GPD 8715.1, GSFC Safety Policy

(16) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances may be obtained at <<http://gdms.gsfc.nasa.gov>> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

**4) In Section H, add the following Clause H.15 - PERSONAL INDETITY
VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2006)**

H.15 - Personal Identity Verification of Contractor Personnel (52.204-9) (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

5) Clause J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988) is hereby revised to include the following:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
H	Personal Identity Verification Card Issuance Procedures	12/2006	4

This modification includes full and complete equitable adjustment for the above described changes. The Contractor hereby releases the Government from any liability under this contract for equitable adjustments attributable to such facts or circumstances giving rise to the aforementioned changes.

END OF MODIFICATION

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

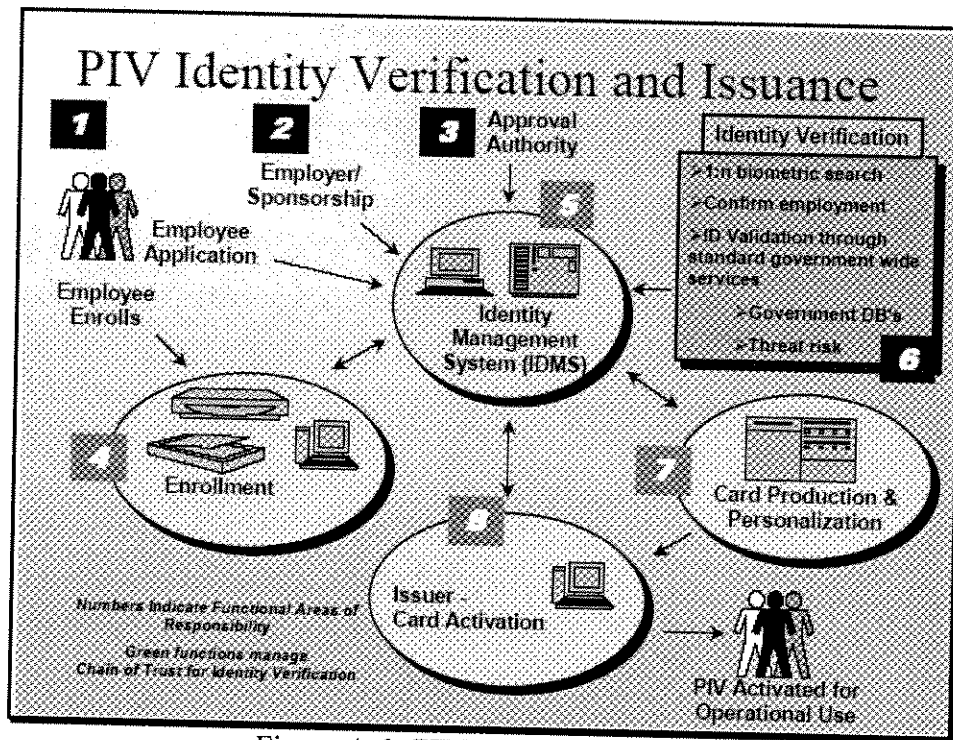


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not

have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication. .

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.


**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000012		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		6. CODE GSFC		5. PROJECT NO. (If applicable)	
		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554		CODE IVV	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) NORTHROP GRUMMAN INFORMATION TECH 8110 GATHERHOUSE RD FALLS CHURCH VA 22042-1252		(x)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C	
				10B. DATED (SEE ITEM 11) 05/11/2005	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule Net Increase: \$400,258.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X Unilateral modification : Pursuant to Clause 52.232-22 Limitation of Funds					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delma Moore	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
(Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
		16C. DATE SIGNED 01/30/2007	

The purpose of this modification is to revise contract Sections B, Section J and add funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **\$7,126,985.51**. This allotment is for **\$363,870.91** and covers the following estimated period of performance: **May 20, 2007**.

An additional amount of \$36,387.09 is obligated under this contract for payment of fee.

Mod

12

	Funded Amount		
	From	Increase	To
Cost	\$6,763,114.60	\$363,870.91	\$7,126,985.51
Fee	<u>\$795,304.09</u>	<u>\$36,387.09</u>	<u>\$831,691.18</u>
Total	\$7,558,418.69	\$400,258.00	\$7,958,676.69

PR	Amount
4200186971	\$400,258.00

2. SECTION J ATTACHMENTS

Attachment B, Direct Labor Rates, Indirect Rates, and Award Fee Matrices is revised to add two additional labor categories.

Northrop Grumman- Space Technology (ST) ON SITE DIRECT LABOR RATE MATRIX (For All Task Orders)


	CY 2 (9/11/06- 5/10/07) HR Rate	CY 3 (5/11/07- 5/10/08) HR Rate	CY 4 (5/11/08- 5/10/09) HR Rate	CY 5 (5/11/09- 5/10/10) HR Rate
Labor Categories				
SME/Technical Expert - Senior				
SME/Technical Expert – Senior				

(End of Modification 12)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000013		See Block 16C		5. PROJECT NO. (If applicable)	
6. ISSUED BY		7. ADMINISTERED BY (If other than Item 6)		CODE	
NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554		IVV	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
NORTHROP GRUMMAN INFORMATION TECH 8110 GATEHOUSE RD FALLS CHURCH VA 22042-1252		X		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C	
CODE		FACILITY CODE		10B. DATED (SEE ITEM 11)	
				05/11/2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

This modification recognizes the award fee earned for the Third (3rd) evaluation period July 1, 2006 through December 31, 2006 (Ref: FDO Letter dated February 8, 2007).

Except as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Delma Moore	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	15B. UNITED STATES OF AMERICA	15C. DATE SIGNED
(Signature of person authorized to sign)			02/08/2007
		(Signature of Contracting Officer)	

This modification recognizes the award fee earned for the Third (3rd) evaluation period July 1, 2006 through December 31, 2006 (Ref: FDO Letter dated February 8, 2007). The total available award fee is \$332,007.00, NGIT earned **\$308,766.51 or 93%** of available award fee.

(a). No provisional fee payments were been submitted for payment during this period:

Invoice No.	Amount Paid
Total Amount of Provisional Fee Payments	\$0.00

(b). The total amount of earned award fee less the sum of provisional payments follows:

Third (3) Period Earned Award Fee	\$308,766.51
Less the Total Provisional Fee Payments	(\$0.00)
NET PAYABLE AMOUNT DUE:	\$308,766.51


(c). AN AMOUNT OF **\$308,766.51** SHALL BE PAID TO THE CONTRACTOR UPON EXECUTION OF THIS MODIFICATION.

(End of Modification 13)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.	
000014		See Block 16C		See Schedule	
5. ISSUED BY		6. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6)	
NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		CODE GSFC		CODE IVV	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
NORTHROP GRUMMAN INFORMATION TECH 8110 GATEHOUSE RD FALLS CHURCH VA 22042-1252		(x)			
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.	
				NNG05CB17C	
				10B. DATED (SEE ITEM 11)	
				05/11/2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
See Schedule		Net Increase:		\$2,513,731.00	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)					
9. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

Delivery Location Code: IVV
 NASA/Goddard Space Flight Center
 Independent Verif. & Valid. Facility
 100 University Dr.
 Fairmont WV 26554 US

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Delma J. Moore	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
(Signature of person authorized to sign)		15B. UNITED STATES OF AMERICA	
		 (Signature of Contracting Officer)	
		15C. DATE SIGNED	
		03/27/2007	

The purpose of this modification is to revise contract Sections B and add funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$9,312,195.51. This allotment is for \$2,285,210.00 and covers the following estimated period of performance: **October 20, 2007.**

An additional amount of \$228,521.09 is obligated under this contract for payment of fee.

2.

Mod 14	Funded Amount		
	From	Increase	To
Cost	\$7,126,985.51	\$2,285,210.00	\$9,412,195.51
Fee	<u>\$831,691.18</u>	<u>\$228,521.00</u>	<u>\$1,060,212.18</u>
Total	\$7,958,676.69	\$2,513,731.00	\$10,472,407.69

3. Accounting information:


PR	Amount
4200188884	\$80,000.00
4200194718	\$2,433,731.00
Total	\$2,513,731.00

(End of Modification 14)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000015		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		6. PROJECT NO. (If applicable)		7. ADMINISTERED BY (If other than Item 6) NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN INFORMATION TECH 8110 GATEHOUSE RD FALLS CHURCH VA 22042-1252		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C	
				10B. DATED (SEE ITEM 11) 05/11/2005	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
Net Increase: \$454,200.00					
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
CHECK ONE					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
X FAR Clause 52.243-2, Changes--Cost-Reimbursement Alternate I (APR 1984)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					

Delivery Location Code: IVV
 NASA/Goddard Space Flight Center
 Independent Verif. & Valid. Facility
 100 University Dr.
 Fairmont WV 26554 US

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Delma J. Moore	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		 (Signature of Contracting Officer)	05/25/2007

The purpose of this modification is to revise contract Sections B and add funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$9,825,104.60. This allotment is for \$412,909.09 and covers the following estimated period of performance: **November 30, 2007.**

An additional amount of \$41,290.91 is obligated under this contract for payment of fee.

2.

Mod

15

	Funded Amount		
	From	Increase	To
Cost	\$9,412,195.51	\$412,909.09	\$9,825,104.60
Fee	<u>\$1,060,212.18</u>	<u>\$41,290.91</u>	<u>\$1,101,503.09</u>
Total	\$10,472,407.69	\$454,200.00	\$10,926,607.69

3. Accounting information:

PR	Amount
42002947	\$454,200.00

(End of Modification 15)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 000016		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. See Schedule	
5. PROJECT NO. (If applicable)		6. ADMINISTERED BY (If other than item 6) CODE IVV		7. PROJECT NO. (If applicable)	
8. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		9. ADMINISTERED BY (If other than item 6) NASA/Goddard Space Flight Center Independent Verif. & Valid. Facility 100 University Dr. Fairmont WV 26554		10. PROJECT NO. (If applicable)	
9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NORTHROP GRUMMAN INFORMATION TECH 6110 GATEHOUSE RD FALLS CHURCH VA 22042-1252		(x) 9A. AMENDMENT OF SOLICITATION NO.		10A. MODIFICATION OF CONTRACT/ORDER NO. NNG05CB17C	
10. DATED (SEE ITEM 11)		10B. DATED (SEE ITEM 11) 05/11/2005		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule		13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See continuation sheet.		15. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Delma J. Moore		16. DATE SIGNED 07/16/2007	
17. CONTRACT/ORDER/ORDER NO.		18. UNITED STATES OF AMERICA		19. DATE SIGNED	
20. NAME AND TITLE OF SIGNER (Type or print)		21. DATE SIGNED		22. DATE SIGNED	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Delma J. Moore

15B. CONTRACT/ORDER/ORDER NO.

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

Previous edition unusable

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

The purpose of this modification is to revise contract Sections B and add funds as follows:

1. SECTION B--SUPPLIES OR SERVICES AND PRICE/COST

a. Section B.9 Contract Funding, subparagraphs (a) and (b) are deleted in their entirety and replaced with the following:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$10,878,740.96. This allotment is for \$1,053,636.36 and covers the following estimated period of performance: **February 28, 2008.**

(b) An additional amount of \$105,363.64 is obligated under this contract for payment of fee.

2. Funding information:

Mod 16	Funded Amount		
	From	Increase	To
Cost	\$9,825,104.60	\$1,053,636.36	\$10,878,740.96
Fee	<u>\$1,101,503.09</u>	<u>\$105,363.64</u>	<u>\$1,206,866.73</u>
Total	\$10,926,607.69	\$1,159,000.00	\$12,085,607.69

3. Accounting information:

PR	Amount
4200170217	(\$140,000.00)
4200210624	\$1,299,000.00
Total	\$1,159,000.00

(End of Modification 16)